

ESTTA Tracking number: **ESTTA625840**

Filing date: **09/08/2014**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	Rexair LLC
Granted to Date of previous extension	09/07/2014
Address	50 W. Big Beaver Road Suite 350 Troy, MI 48084 UNITED STATES

Attorney information	Linda Monge Callaghan Rader, Fishman & Grauer PLLC 39533 Woodward Ave. Bloomfield Hills, MI 48304 UNITED STATES tmdocketing@raderfishman.com, nb@raderfishman.com, lem@raderfishman.com, interpartesparalegals@raderfishman.com Phone:248-594-0600
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Applicant Information

Application No	86055983	Publication date	03/11/2014
Opposition Filing Date	09/08/2014	Opposition Period Ends	09/07/2014
Applicant	EXAIR Corporation 11510 Goldcoast Drive Cincinnati, OH 452491621 UNITED STATES		

Goods/Services Affected by Opposition

Class 007. First Use: 2002/08/11 First Use In Commerce: 2002/08/11 Opposed goods and services in the class: Machine parts, namely, nozzles which are parts of compressed air systems for part cleaning, and components thereof; machine parts, namely, atomizing nozzles for mixing liquids and compressed air for cleaning; vacuum cleaners powered by compressed air for use in industrial environments, and components thereof; wet-dry vacuums powered by compressed air for use in industrial environments, and components thereof; vacuum pumps operated by compressed air

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act section 2(d)
Dilution	Trademark Act section 43(c)
Other	Contractual Estoppel

Marks Cited by Opposer as Basis for Opposition

U.S. Registration No.	610593	Application Date	07/01/1954
Registration Date	08/16/1955	Foreign Priority Date	NONE
Word Mark	REXAIR		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 009. First use: First Use: 1933/12/06 First Use In Commerce: 1933/12/06 VACUUM CLEANERS, PARTS THEREOF, AND ATTACHMENTS THEREFOR		

U.S. Registration No.	3490196	Application Date	02/12/2005
Registration Date	08/19/2008	Foreign Priority Date	NONE
Word Mark	REXAIR		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 003. First use: First Use: 1999/06/00 First Use In Commerce: 1999/06/00 Cleaners and fragrances for carpet, flooring, upholstery and window treatments Class 005. First use: First Use: 1999/06/00 First Use In Commerce: 1999/06/00 Air fresheners; deodorizers for carpet, flooring, upholstery and window treatments Class 007. First use: First Use: 2004/10/00 First Use In Commerce: 2004/10/00 Vacuum cleaners, power-operated floor scrubbers, power-operated carpet and		

	upholstery cleaning machines, power-operated water extractors, and replacement parts and attachments thereof Class 037. First use: First Use: 2006/10/00 First Use In Commerce: 2006/10/00 Repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors; consultation services in the field of repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors
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Attachments	71669274#TMSN.png(bytes) 78566206#TMSN.png(bytes) R1260245.PDF(436386 bytes) R1260174.PDF(360882 bytes) R1260204.PDF(1393099 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Linda Monge Callaghan/
Name	Linda Monge Callaghan
Date	09/08/2014

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

REXAIR LLC,

Opposer,

v.

EXAIR CORPORATION,

Applicant.

Opposition No. _____

Application No. 86/055,983 for EXAIR.COM

_____/

NOTICE OF OPPOSITION

Opposer, Rexair LLC, a Delaware limited liability company, at 50 W. Big Beaver Road, Suite 350, Troy, Michigan 48084 (“Opposer”), believes that it will be damaged by registration of the mark of Application Serial No. 86/055,983 (“Application”) for goods set forth in Class 007 thereof, by Exair Corporation, an Ohio corporation, at 11510 Goldcoast Drive, Cincinnati, Ohio 45249, Applicant herein (“Applicant”), and hereby opposes the same on the grounds that (a) Applicant is estopped from obtaining registration of EXAIR.COM for goods set forth in Class 007 that are the subject of this opposition based on contractual estoppel, (b) the mark is likely to cause confusion, or to cause mistake or to deceive with respect to prior use of Opposer’s marks formed by or incorporating “REXAIR” (“Opposer’s REXAIR Marks”), and prior U.S. registrations for Opposer’s REXAIR Marks (“Opposer’s REXAIR Registrations”) and (c) registration of the Application will dilute the distinctiveness of Opposer’s REXAIR Marks by tarnishing the marks and by blurring the distinctiveness of the marks.

1. In 2008, Opposer and Applicant, as identified above, entered into a “Co-existence Agreement” (the “Agreement”) regarding their use and registration of the marks REXAIR and EXAIR, respectively. Attached as Exhibit A is a copy of the Agreement.

2. The Agreement provides that “Exair shall neither use nor pursue registration of Exair’s Mark or Rexair’s Mark in Rexair’s Field.”

3. The Agreement defines “Exair’s Mark” as “the designation EXAIR, any and all designations formed by or incorporating the term EXAIR, except, REXAIR; whether used as a trademark, service mark, trade name, assumed name, business name, domain name or in any other capacity.”

4. The Agreement defines “Rexair’s Field” as “cleaning systems, cleaning machines, vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines, power-operated water extractors, and related parts, accessories and attachments, including hoses, nozzles, brushes, tools, wands, sprayers, bags and basins, fragrances, cleaners, deodorizers, odor neutralizers and air fresheners.”

5. By entering into the Agreement, Applicant disclaimed, waived and legally bound itself against any use and registration of “Exair’s Mark,” including EXAIR.COM, for the goods of Rexair’s Field, which goods include the following goods recited in Class 007 of the Application: Machine parts, namely, nozzles which are parts of compressed air systems for part cleaning ... and components thereof ... machine parts, namely, atomizing nozzles for mixing liquids and compressed air for ... cleaning ... vacuum cleaners powered by compressed air for use in industrial environments, and components thereof; wet-dry vacuums powered by compressed air for use in industrial environments, and components thereof ... vacuum pumps operated by compressed air (the “Opposed Goods”).

6. Notwithstanding the explicit language in the Agreement, and Opposer’s reliance thereon, Applicant filed the Application for a mark and goods that are in direct conflict with and violate terms of the Agreement.

7. Applicant is bound by contract and estopped from obtaining registration of the Application for the Opposed Goods. Moreover, Applicant is estopped from the very filing and pursuit of the Application for the Opposed Goods.

8. Opposer is extensively engaged in the business of designing, developing, manufacturing, marketing and selling cleaning systems, machines and equipment, vacuum cleaners and parts and accessories therefor and related services (such goods and services, in addition to the goods of “Rexair’s

Field” and the goods and services of Rexair’s Registrations, shall be hereinafter referred to collectively as “Opposer’s Goods and Services”).

9. In connection with Opposer’s Goods and Services, Opposer has used Opposer’s REXAIR Marks. Opposer first used Opposer’s REXAIR Marks in commerce at least as early as 1936.

10. As a result of the quality of Opposer’s Goods and Services and the widespread promotion thereof under Opposer’s REXAIR Marks, Opposer’s Goods and Services have met with substantial commercial success and wide-spread customer recognition. Opposer’s REXAIR Marks have become symbols of Opposer, Opposer’s Goods and Services and its goodwill. In addition, Opposer’s REXAIR Marks are famous.

11. In recognition of the valuable rights in and to Opposer’s REXAIR Marks, the Patent and Trademark Office has granted Opposer’s REXAIR Registrations as follows:

(a) Registration No. 0,610,593 for the mark REXAIR for “*vacuum cleaners, parts thereof, and attachments therefor*” in International Class 9; and

(b) Registration No. 3,490,196 for the mark REXAIR & DESIGN for “*cleaners and fragrances for carpet, flooring, upholstery and window treatments,*” in International Class 3; “*air freshners; deodorizers for carpet, flooring, upholstery and window treatments,*” in International Class 5; “*vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines, power-operated water extractors, and replacement parts and attachments thereof,*” in International Class 7; and “*repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors; consultation services in the field of repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors,*” in International Class 37.

12. Opposer’s REXAIR Registrations are registered on the Principal Register, have achieved incontestable status and, thus, constitute conclusive evidence of the validity of the marks, the registrations therefor, the registrant’s ownership of the marks and the exclusive right to use the marks in commerce.

Attached as Exhibit B are copies of the registration certificates and status and chain of title information for these registrations.

13. Notwithstanding Opposer's prior use and registration of Opposer's REXAIR Marks, on September 4, 2013, Applicant filed the Application for the mark EXAIR.COM claiming a date of first use of August 11, 2002.

14. The Application published for opposition reciting the following goods in Class 007: *"Machine parts, namely, nozzles which are parts of compressed air systems for part cleaning, chip removal, part drying, liquid blowoff, part cooling, material conveying, part ejection, and air assist, and components thereof; machine parts, namely, air knives, air wipes, air jets, air amplifiers, and air guns which are parts of compressed air systems for part cooling, material conveying, part ejection, and air assist, and components thereof; machine parts, namely, atomizing nozzles for mixing liquids and compressed air for spraying coatings, cleaning, and painting parts; machine parts for compressed air systems, namely, air hoses, filters, pressure regulators, mufflers, metal pipe fittings, and magnetic bases, and components thereof; vacuum cleaners powered by compressed air for use in industrial environments, and components thereof; wet-dry vacuums powered by compressed air for use in industrial environments, and components thereof; pneumatic tube conveyors; vacuum pumps operated by compressed air"*, in International Class 7.

15. The mark of the Application is substantially similar to Opposer's REXAIR Marks. Further, the Opposed Goods and Opposer's Goods and Services are at least related and similar, if not identical.

16. In view thereof, purchasers are likely to mistakenly assume that the Opposed Goods originate from, are sponsored by or are in some way associated with Opposer. The mark of the Application so resembles Opposer's REXAIR Marks as to be likely to cause confusion, or to cause mistake or to deceive. Accordingly, Opposer is likely to be damaged by registration of the mark of the Application for the Opposed Goods.

17. Moreover, Opposer's REXAIR Marks are famous for Opposer's Goods and Services. Long before the filing date of the Application and any use of the mark of the Application for the Opposed Goods, Opposer's REXAIR Marks became famous for Opposer's Goods and Services.

18. Registration of the mark of the Opposed Goods will dilute the distinctiveness of Opposer's REXAIR Marks by tarnishing the marks and by blurring the distinctiveness of the marks.

WHEREFORE, Opposer prays that the Application be refused registration for the Opposed Goods, that no registration be issued thereon to Applicant and that this Opposition be sustained in favor of Opposer.

A filing fee for the Notice of Opposition in the amount of \$300.00 should be charged to Deposit Account No. 18-0013. Any additional fees required should be charged to the same account.

Respectfully submitted,

Dated: September 8, 2014

By: s/Linda Monge Callaghan
Michael D. Fishman
Linda Monge Callaghan
Barbara L. Mandell
RADER FISHMAN & GRAUER PLLC
Attorneys for Opposer
39533 Woodward Avenue, Suite 140
Bloomfield Hills, Michigan 48304
Telephone: (248) 594-0600
Facsimile: (248) 594-0610

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing *Notice of Opposition* upon Applicant by causing a true and correct copy thereof to be sent on by first class mail, postage prepaid to:

Exair Corporation
11510 Goldcoast Drive
Cincinnati, Ohio 45249-1621

Theodore D. Lienesch
Thompson Hine LLP
10050 Innovation Dr., Ste. 400
Miamisburg, Ohio 45342-4934

Date: September 8, 2014

s/Linda Monge Callaghan
Linda Monge Callaghan

EXHIBIT A

CO-EXISTENCE AGREEMENT

THIS AGREEMENT, effective on the last date of execution hereof ("Effective Date"), is by and between Rexair LLC, a Delaware limited liability company with an address at 50 W. Big Beaver Road, Suite 350, Troy, Michigan 48084 ("Rexair"); and Exair Corporation, an Ohio corporation with an address at 11510 Goldcoast Drive, Cincinnati, Ohio 45249 ("Exair").

WHEREAS, Rexair owns applications and registrations in various jurisdictions worldwide for the mark REXAIR for cleaning products and services;

WHEREAS, Exair owns applications and registrations in various jurisdictions worldwide for the mark EXAIR for compressed air products for industrial use;

WHEREAS, neither party has encountered or knows of any instances of actual confusion or mistake as to the source of their respective goods in connection with which their marks are used; and

WHEREAS, the parties wish to avoid confusion as to the source of their respective goods;

NOW THEREFORE, in consideration of the promises and of the mutual covenants expressed hereinafter, IT IS HEREBY AGREED by and between the parties as follows:

1. The term "Rexair" shall mean Rexair LLC as identified above, and any and all of its parents, subsidiaries and other corporate affiliates.
2. The term "Exair" shall mean Exair Corporation as identified above, and any and all of its parents, subsidiaries and other corporate affiliates.
3. The term "Rexair's Mark" shall mean the designation REXAIR, any and all designations formed by or incorporating the term REXAIR, except EXAIR; whether used as a trademark, service mark, trade name, assumed name, business name, domain name or in any other capacity.
4. The term "Exair's Mark" shall mean the designation EXAIR, any and all designations formed by or incorporating the term EXAIR, except REXAIR; whether used as a trademark, service mark, trade name, assumed name, business name, domain name or in any other capacity.
5. The term "Rexair's Field" shall mean cleaning systems, cleaning machines, vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines, power-operated water extractors, and related parts, accessories and attachments, including hoses, nozzles, brushes, tools, wands, sprayers, bags and basins, fragrances, cleaners, deodorizers, odor neutralizers and air fresheners.
6. The term "Exair's Field" shall mean static elimination products and products that use compressed air for use in industrial environments and parts and accessories for the foregoing.
7. Exair shall neither use nor pursue registration of Exair's Mark or Rexair's Mark in Rexair's Field.

8. Exair shall not oppose use or registration or challenge or attack the validity of Rexair's Mark in Rexair's Field.

9. Rexair shall neither use nor pursue registration of Rexair's Mark or Exair's Mark in Exair's Field.

10. Rexair shall not oppose use or registration or challenge or attack the validity of Exair's Mark in Exair's Field.

11. Each party will at the reasonable request of the other party provide such reasonable assistance to enable the other party to register the other party's mark(s) within the scope of this Agreement, such as giving written consent, and if necessary, restricting the description of goods/services of existing and future trademark applications and registrations.

12. Each party does hereby consent to the use and registration of the other party's mark(s) within the scope of this Agreement.

13. Each party agrees to release and does hereby release each other party from any and all claims and counterclaims relating to this Agreement and the subject matter thereof.

14. The parties agree that their respective uses of and registrations for their Mark, as set forth in this Agreement, are not likely to cause confusion. Further, the parties agree to exercise their best efforts to avoid confusion in the marketplace.

15. Each party's obligations hereunder shall terminate forthwith if, when and to the extent to which the other party shall have abandoned rights in such party's Mark.

16. This Agreement shall be effective throughout the world.

17. This Agreement may be modified only in writing, signed by the duly authorized representatives of both parties.

18. Any rights which either party may have for breach of this Agreement shall not be in derogation of or in lieu of rights which either party may have under trademark, copyright, unfair competition or other laws.

19. All terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective officers, employees, affiliates, heirs, beneficiaries, personal and legal representatives, successors and assigns of the parties.

20. In the event that the parties engage in a dispute regarding this Agreement, each party shall bear its own costs in connection with such dispute.

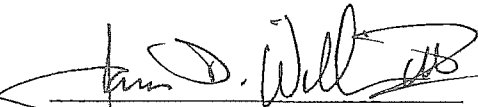
21. In the event that any portion of this Agreement shall, for any reason, be held invalid or unenforceable, it is agreed that the same shall not affect any other portion of this Agreement, but that the remaining covenants and restrictions or portions thereof shall remain in full force and effect.

22. This Agreement shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any one party.

23. Each party shall, without further consideration, execute any and all additional documents and take such further action as may be requested to effect the terms of this Agreement.

24. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

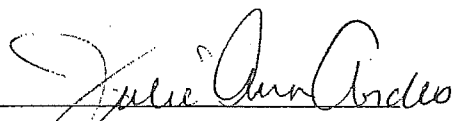
REXAIR LLC

By: 
James D. Williams III
Vice President

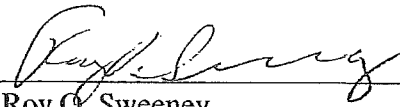
Notarial Certification

State of MICHIGAN)
County of OAKLAND) ss:

I hereby certify that the foregoing Co-Existence Agreement was acknowledged before me this 19th day of MAY, 2008, by Mr. James D. Williams III, Vice President of Rexair LLC, on behalf of said company.


Notary Public
JULIE ANN ANDES
Notary Public, State of Michigan
County of Oakland
My Commission Expires Dec. 10, 2012
Acting in the County of _____

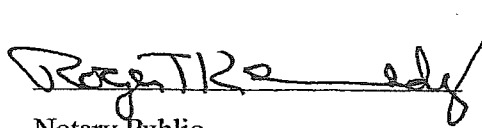
EXAIR CORPORATION

By: 
Roy O. Sweeney
President and CEO

Notarial Certification

State of OHIO)
County of HAMILTON) ss:

I hereby certify that the foregoing Co-Existence Agreement was acknowledged before me this 22 day of April, 2008, by Mr. Roy O. Sweeney, President and CEO of Exair Corporation, on behalf of said corporation.


Notary Public



ROGER T. KENNEDY
Notary Public, State of Ohio
My Commission Expires 04-17-11

EXHIBIT B



United States Patent and Trademark Office

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REXAIR

Word Mark	REXAIR
Goods and Services	IC 009. US 021. G & S: VACUUM CLEANERS, PARTS THEREOF, AND ATTACHMENTS THEREFOR. FIRST USE: 19331206. FIRST USE IN COMMERCE: 19331206
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	71669274
Filing Date	July 1, 1954
Current Basis	1A
Original Filing Basis	1A
Change In Registration	CHANGE IN REGISTRATION HAS OCCURRED
Registration Number	0610593
Registration Date	August 16, 1955
Owner	(REGISTRANT) MARTIN-PARRY CORPORATION CORPORATION DELAWARE 1455 ALEXIS TOLEDO OHIO (LAST LISTED OWNER) REXAIR LLC LIMITED LIABILITY COMPANY DELAWARE 50 W. Big Beaver Rd. - Suite 350 Troy MICHIGAN 48084
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Mary Margaret L. O'Donnell

Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECTION 8(10-YR) 20120724.
Renewal 3RD RENEWAL 20120724
Live/Dead Indicator LIVE

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Int. Cl.: 9

Prior U.S. Cl.: 21

Reg. No. 610,593

United States Patent and Trademark Office

Registered Aug. 16, 1955

Amended

OG Date May 6, 2008

TRADEMARK
PRINCIPAL REGISTER

REXAIR

REXAIR LLC (DELAWARE LTD LIAB
CO)
3221 W. BIG BEAVER ROAD, SUITE 200
TROY, MI 48064

THE MARK CONSISTS OF STAN-
DARD CHARACTERS WITHOUT CLAIM
TO ANY PARTICULAR FONT, STYLE,
SIZE, OR COLOR.

FOR: VACUUM CLEANERS, PARTS
THEREOF, AND ATTACHMENTS
THEREFOR, IN CLASS 21 (INT. CL. 9).

FIRST USE 12-6-1933; IN COMMERCE
12-6-1933.

SER. NO. 71-669,274, FILED 7-1-1954.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on May 6, 2008.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE



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Trademark Assignment Abstract of Title

Total Assignments: 24

Serial #: 71669274

Filing Dt: 07/01/1954

Reg #: 610593

Reg. Dt: 08/16/1955

Registrant: MARTIN-PARRY CORPORATION

Mark: REXAIR

Assignment: 1

Reel/Frame: 0054/0329

Recorded: 06/15/1959

Pages: 1

Conveyance: CERTIFICATE BY THE SECRETARY OF STATE OF DELAWARE SHOWING CHANGE OF NAME ON MAR. 15, 1956.

Assignor: MARTIN-PARRY CORPORATION.

Exec Dt: 04/14/1959

Entity Type: UNKNOWN

Citizenship: NONE

Entity Type: UNKNOWN

Citizenship: NONE

Assignee: WARD INDUSTRIES CORPORATION.

Correspondent: HARNESS, DICKEY ET AL.
7-141 GENERAL MOTORS BLDG.
DETROIT 2, MI

Assignment: 2

Reel/Frame: 0054/0330

Recorded: 06/15/1959

Pages: 3

Conveyance: ASSIGNS ALL INTEREST IN SAID MARK, AND THE GOOD WILL.

Assignor: WARD INDUSTRIES CORPORATION

Exec Dt: 05/07/1959

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: UNKNOWN

Citizenship: NONE

Assignee: SANDERS, JOSEPH V.
1000 BUHL BLDG.
DETROIT 26, MICHIGAN

Correspondent: HARNESS, DICKEY ET AL.
GENERAL MOTORS BLDG.
DETROIT 2, MI

Assignment: 3

Reel/Frame: 0054/0333

Recorded: 06/15/1959

Pages: 3

Conveyance: ASSIGNS ALL INTEREST IN SAID MARK, AND THE GOOD WILL.

Assignor: SANDERS, JOSEPH V.

Exec Dt: 06/11/1959

Entity Type: UNKNOWN

Citizenship: NONE

Entity Type: CORPORATION

Citizenship: MICHIGAN

Assignee: REXAIR, INC.
1000 BUHL BLDG.
DETROIT 26, MICHIGAN

Correspondent: HARNESS, DICKEY ET AL.
GENERAL MOTORS BLDG.
DETROIT 2, MI

Assignment: 4

Reel/Frame: 0284/0292

Recorded: 04/02/1976

Pages: 3

Conveyance: CERTIFIED COPY OF CHANGE OF NAME FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE ON MAY 5, 1972.

Assignor: LC 1, INC.

Exec Dt: 03/17/1976

Assignee: REXAIR, INC.

Correspondent: EDWARD C. GONDA
SUITE 600 THREE PENN CENTER
PHILADELPHIA, PA 19102

Assignment: 5

Reel/Frame: 2328/0637

Recorded: 07/06/2001

Pages: 5

Conveyance: SECURITY AGREEMENT SUPPLEMENT

Assignor: REXAIR, INC.

Assignee: BANK OF AMERICA, N.A.
FIFTH FLOOR
335 MADISON AVENUE
NEW YORK, NEW YORK 10017

Correspondent: SHEARMAN & STERLING
WARREN L. NACHLIS, ESQ.
599 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

Assignment: 6

Reel/Frame: 2690/0254

Recorded: 03/11/2003

Pages: 12

Conveyance: SECURITY AGREEMENT

Assignor: REXAIR, INC.

Assignees: BANK OF AMERICA, N.A.
100 NORTH TYRON STREET
CHARLOTTE, NORTH CAROLINA 28255
WILMINGTON TRUST COMPANY
1100 NORTH MARKET STREET
WILMINGTON, DELAWARE 19890
VANASKY, DAVID A.
1100 NORTH MARKET STREET, RODNEY SQUARE
WILMINGTON, DELAWARE 19890

Correspondent: SHEARMAN & STERLING
WARREN NACHLIS
599 LEXINGTON AVENUE
INTELLECTUAL PROPERTY DOCKETING
NEW YORK, NY 10022

Assignment: 7

Reel/Frame: 2687/0068

Recorded: 07/17/2003

Pages: 41

Conveyance: CONFIRMATORY TRADEMARK SECURITY

Assignors: JACUZZI BRANDS, INC.

BATHCRAFT, INC.

ELJER PLUMBINGWARE, INC.

Entity Type: CORPORATION
Citizenship: DELAWARE
Entity Type: UNKNOWN
Citizenship: NONE

Exec Dt: 06/29/2001
Entity Type: CORPORATION
Citizenship: DELAWARE
Entity Type: NATIONAL ASSOCIATION
Citizenship: NONE

Exec Dt: 02/27/2003
Entity Type: CORPORATION
Citizenship: NONE
Entity Type: NATIONAL ASSOICATION
Citizenship: NONE

Entity Type: CORPORATION
Citizenship: DELAWARE

Entity Type: INDIVIDUAL
Citizenship: UNITED STATES

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

GATSBY SPAS, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

JACUZZI, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

JUSI HOLDINGS, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

REDMONT, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

REXAIR, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

SUNDANCE SPAS, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

ZURN PEX, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

USI AMERICAN HOLDINGS, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

USI GLOBAL CORP.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

ZURCO, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE

ZURN INDUSTRIES, INC.

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE
Entity Type: UNKNOWN
Citizenship: NONE

Assignee: FLEET CAPITAL CORPORATION, AS AGENT

1 S. WACKER
CHICAGO, ILLINOIS 60606

Correspondent: WINSTON & STRAWN

LAURA KONRATH
35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Assignment: 8

Reel/Frame: 2810/0887

Recorded: 08/25/2003

Pages: 10

Conveyance: RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Assignor: BANK OF AMERICA, N.A. AS COLLATERAL AGENT

Exec Dt: 07/15/2003
Entity Type: CORPORATION
Citizenship: NONE
Entity Type: UNKNOWN
Citizenship: NONE

Assignee: REXAIR, INC.

777 S. FLAGLES DR.
PHILLIPS TOWER-WEST TOWER
WEST PALM BEACH, FLORIDA 33401

Correspondent: WINSTON & STRAWN LLP

LAURA KONRATH

35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Assignment: 9**Reel/Frame:** 2811/0488**Recorded:** 08/25/2003**Pages:** 12**Conveyance:** RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**Assignor:** BANK OF AMERICA, N.A., AS COLLATERAL AGENT**Exec Dt:** 07/15/2003**Entity Type:** COLLATERAL AGENT**Citizenship:** NONE**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** REXAIR, INC.

777 S. FLAGLER DR.
PHILLIPS TOWER - WEST TOWER
WEST PALM BEACH, FLORIDA 33401

Correspondent: WINSTON & STRAWM LLP
LAURA KONRATH
35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Assignment: 10**Reel/Frame:** 2839/0972**Recorded:** 10/08/2003**Pages:** 25**Conveyance:** SECURITY AGREEMENT**Assignor:** REXAIR, INC.**Exec Dt:** 07/15/2003**Entity Type:** CORPORATION**Citizenship:** NONE**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** WILMINGTON TRUST COMPANY, AS COLLATERAL AGENT FOR THE CLASS B SECURED PARTIES

RODNEY SQUARE NORTH, 1100 NORTH MARKET STREET
WILMINGTON, DELAWARE 19890

Correspondent: FEDERAL RESEARCH CORPORATION
PENELOPE J.A. AGODOA
1030 FIFTEENTH STREET NW, SUITE 920
WASHINGTON, D.C. 20005

Assignment: 11**Reel/Frame:** 2869/0865**Recorded:** 11/24/2003**Pages:** 14**Conveyance:** RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**Assignor:** BANK OF AMERICA, N.A., AS AGENT**Exec Dt:** 07/15/2003**Entity Type:** UNKNOWN**Citizenship:** NONE**Entity Type:** UNKNOWN**Citizenship:** NONE**Assignee:** REXAIR, INC.

777 S. FLAGLER DR.
WEST PALM BEACH, FLORIDA 33401

Correspondent: WINSTON & STRAWN LLP
LAURA KONRATH
35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Assignment: 12**Reel/Frame:** 5332/0417**Recorded:** 07/22/2014**Pages:** 18**Conveyance:** CORRECTIVE ASSIGNMENT TO CORRECT THE NAME OF THE CONVEYING PARTY PREVIOUSLY RECORDED AT REEL 2869 FRAME 0865.**Assignors:** BANK OF AMERICA, N.A.**Exec Dt:** 07/15/2003**Entity Type:** NATIONAL ASSOCIATION**Citizenship:** UNITED STATES

WILMINGTON TRUST COMPANY

VANASKEY, DAVID A.

Assignee: REXAIR, INC.

777 S. FLAGLER DR.
WEST PALM BEACH, FLORIDA 33401

Correspondent: RAFFAELE A. DEMARCO
SULLIVAN & CROMWELL LLP
125 BROAD STREET
NEW YORK, NEW YORK 10004-2498

Assignment: 13

Reel/Frame: 3120/0052

Recorded: 07/12/2005

Pages: 4

Conveyance: RELEASE OF LIEN ON TRADEMARKS

Assignor: WILMINGTON TRUST COMPANY, AS CLASS B COLLATERAL AGENT

Exec Dt: 06/30/2005

Entity Type: CORPORATION

Citizenship: NONE

Entity Type: CORPORATION

Citizenship: NONE

Assignee: REXAIR, INC.

S. FLAGLER DRIVE
PHILLIPS POINT - WEST TOWER, SUITE 1108
WEST PALM BEACH, FLORIDA 33401

Correspondent: THOMSON & THOMSON
1750 K STREET, NW
SUITE 200
WASHINGTON, DC 20006

Assignment: 14

Reel/Frame: 3120/0109

Recorded: 07/12/2005

Pages: 4

Conveyance: RELEASE OF LIEN ON TRADEMARKS

Assignor: FLEET CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Exec Dt: 06/30/2005

Entity Type: CORPORATION

Citizenship: NONE

Entity Type: CORPORATION

Citizenship: NONE

Assignee: REXAIR, INC.

S. FLAGLER DRIVE
PHILLIPS POINT - WEST TOWER, SUITE 1108
WEST PALM BEACH, FLORIDA 33401

Correspondent: THOMSON & THOMSON
1750 K STREET, NW
SUITE 200
WASHINGTON, DC 20006

Assignment: 15

Reel/Frame: 3150/0071

Recorded: 08/30/2005

Pages: 30

Conveyance: SECURITY AGREEMENT

Assignor: REXAIR, INC.

Exec Dt: 06/30/2005

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: BANK

Citizenship: NONE

Assignee: CREDIT SUISSE, AS FIRST LIEN COLLATERAL AGENT

11 MADISON AVENUE
NEW YORK, NEW YORK 10010

Correspondent: CBC COMPANIES DBA FEDERAL RESEARCH
1030 FIFTEENTH STREET, NW, SUITE 920
ATTN: PENELOPE J.A. AGODOA

WASHINGTON, DC 20005

Assignment: 16**Reel/Frame:** 3150/0876**Recorded:** 08/31/2005**Pages:** 29**Conveyance:** SECURITY AGREEMENT**Assignor:** REXAIR, INC.**Exec Dt:** 06/30/2005**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT

11 MADISON AVENUE

NEW YORK, NEW YORK 10010

Entity Type: BANK**Citizenship:** NONE**Correspondent:** CBC COMPANIES DBA FEDERAL RESEARCH

1030 FIFTEENTH STREET, NW, SUITE 920

ATTN: PENELOPE J.A. AGODOA

WASHINGTON, DC 20005

Assignment: 17**Reel/Frame:** 3217/0576**Recorded:** 12/28/2005**Pages:** 5**Conveyance:** CONVERSION FROM A CORPORATION TO A LIMITED LIABILITY COMPANY**Assignor:** REXAIR, INC.**Exec Dt:** 06/30/2005**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** REXAIR LLC

3221 W. BIG BEAVER ROAD

SUITE 200

TROY, MICHIGAN 48084

Entity Type: LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Correspondent:** TRACY ZAWASKI, RADER, FISHMAN & GRAUER

39533 WOODWARD AVENUE

SUITE 140

BLOOMFIELD HILLS, MI 48304

Assignment: 18**Reel/Frame:** 3375/0528**Recorded:** 08/23/2006**Pages:** 24**Conveyance:** RELEASE OF SECURITY INTEREST**Assignor:** CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT**Exec Dt:** 08/11/2006**Entity Type:** BANK**Citizenship:** NONE**Assignee:** REXAIR, INC.

3221 W. BIG BEAVER RD.,

SUITE 200

TROY, MICHIGAN 48084

Entity Type: CORPORATION**Citizenship:** DELAWARE**Correspondent:** CBC COMPANIES DBA FEDERAL RESEARCH

1023 FIFTEENTH STREET, NW, STE 401

ATTN: OLEH HERELIUK

WASHINGTON, DC 20005

Assignment: 19**Reel/Frame:** 4128/0643**Recorded:** 01/11/2010**Pages:** 54**Conveyance:** SECURITY INTEREST**Assignor:** REXAIR LLC**Exec Dt:** 12/22/2009**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Assignee:** JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

10 SOUTH DEARBORN, 7TH FLOOR

CHICAGO, ILLINOIS 60603

Entity Type: NATIONAL BANKING
ASSOCIATION**Citizenship:** UNITED STATES**Correspondent:** NORA HUDGE, PARALEGAL

301 EAST LIBERTY, SUITE 500
DICKINSON WRIGHT, PLLC
ANN ARBOR, MI 48104

Assignment: 20**Reel/Frame:** 4139/0120**Recorded:** 01/28/2010**Pages:** 53**Conveyance:** SECURITY INTEREST**Assignor:** REXAIR LLC**Exec Dt:** 12/22/2009**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Assignee:** RHONE GROUP L.L.C., AS ADMINISTRATIVE AGENT
630 FIFTH AVENUE, 27TH FLOOR
NEW YORK, NEW YORK 10111**Correspondent:** NORA HUDGE, PARALEGAL
301 EAST LIBERTY, SUITE 500
DICKINSON WRIGHT, PLLC
ANN ARBOR, MI 48104**Assignment: 21****Reel/Frame:** 5325/0679**Recorded:** 07/18/2014**Pages:** 12**Conveyance:** TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 3150, FRAME 0071**Assignor:** CREDIT SUISSE**Exec Dt:** 12/22/2009**Entity Type:** BANK**Citizenship:** NONE**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Assignee:** REXAIR LLC, F/K/A REXAIR, INC.
50 W. BIG BEAVER RD. - SUITE 350
TROY, MICHIGAN 48084**Correspondent:** RAFFAELE A. DEMARCO
125 BROAD STREET
SULLIVAN & CROMWELL LLP
NEW YORK, NY 10004-2498**Assignment: 22****Reel/Frame:** 4455/0598**Recorded:** 01/18/2011**Pages:** 30**Conveyance:** RELEASE BY SECURED PARTY**Assignor:** RHONE GROUP L.L.C., AS ADMINISTRATIVE AGENT**Exec Dt:** 12/17/2010**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Assignees:** REXAIR LLC
50 WEST BIG BEAVER
SUITE 350
TROY, MICHIGAN 48084
REXAIR HOLDINGS, INC.
50 WEST BIG BEAVER
SUITE 350
TROY, MICHIGAN 48084**Correspondent:** NORA HUDGE, PARALEGAL
DICKINSON WRIGHT, PLLC
301 EAST LIBERTY, SUITE 500
ANN ARBOR, MI 48104**Assignment: 23****Reel/Frame:** 5147/0553**Recorded:** 11/06/2013**Pages:** 33**Conveyance:** SECURITY INTEREST**Assignors:** REXAIR LLC**Exec Dt:** 10/09/2013**Entity Type:**

REXAIR HOLDINGS, INC.

Assignee: JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

10 SOUTH DEARBORN, 7TH FLOOR
CHICAGO, ILLINOIS 60603

Correspondent: NORA L. HUDGE, PARALEGAL
DICKINSON WRIGHT PLLC
350 SOUTH MAIN STREET, SUITE 300
ANN ARBOR, MI 48104

Assignment: 24

Reel/Frame: 5354/0354

Recorded: 08/29/2014

Pages: 11

Conveyance: RELEASE OF SECURITY INTEREST

Assignor: JPMORGAN CHASE BANK, N.A.

Assignees: REXAIR LLC

50 WEST BIG BEAVER ROAD
SUITE 350
TROY, MICHIGAN 48084

REXAIR HOLDINGS, INC.
50 WEST BIG BEAVER ROAD
SUITE 350
TROY, MICHIGAN 48084

Correspondent: RITA M. CARRIER
1700 NEW YORK AVENUE, N.W.
SUITE 700
WASHINGTON, DC 20006

LIMITED LIABILITY
COMPANY

Citizenship: DELAWARE

Exec Dt: 10/09/2013

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: NATIONAL BANKING
ASSOCIATION

Citizenship: UNITED STATES

Exec Dt: 08/29/2014

Entity Type: NATIONAL BANKING
ASSOCIATION

Citizenship: UNITED STATES

Entity Type: LIMITED LIABILITY
COMPANY

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: DELAWARE

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Web interface last modified: Mar 15, 2014 v.2.4

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Word Mark**REXAIR****Goods and Services**

IC 003. US 001 004 006 050 051 052. G & S: Cleaners and fragrances for carpet, flooring, upholstery and window treatments. FIRST USE: 19990600. FIRST USE IN COMMERCE: 19990600

IC 005. US 006 018 044 046 051 052. G & S: Air fresheners; deodorizers for carpet, flooring, upholstery and window treatments. FIRST USE: 19990600. FIRST USE IN COMMERCE: 19990600

IC 007. US 013 019 021 023 031 034 035. G & S: Vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines, power-operated water extractors, and replacement parts and attachments thereof. FIRST USE: 20041000. FIRST USE IN COMMERCE: 20041000

IC 037. US 100 103 106. G & S: Repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors; consultation services in the field of repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors. FIRST USE: 20061000. FIRST USE IN COMMERCE: 20061000

Mark Drawing Code

(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Trademark**Search Facility Classification**SHAPES-BAR-BANDS Designs with bar, bands or lines
SHAPES-MISC Miscellaneous shaped designs

Code

Serial Number 78566206
Filing Date February 12, 2005
Current Basis 1A
Original Filing Basis 1B
Published for Opposition March 28, 2006
Registration Number 3490196
Registration Date August 19, 2008
Owner (REGISTRANT) Rexair LLC LIMITED LIABILITY COMPANY DELAWARE 50 W. Big Beaver Rd. - Suite 350 Troy MICHIGAN 48084
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Mary Margaret L. O'Donnell
Prior Registrations 0610593
Description of Mark Color is not claimed as a feature of the mark.
Type of Mark TRADEMARK. SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

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Int. Cls.: 3, 5, 7, and 37

Prior U.S. Cls.: 1, 4, 6, 13, 18, 19, 21, 23, 31, 34, 35, 44,
46, 50, 51, 52, 100, 103, and 106

Reg. No. 3,490,196

United States Patent and Trademark Office

Registered Aug. 19, 2008

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER

Rexair

REXAIR LLC (DELAWARE LTD LIAB CO)
3221 W. BIG BEAVER ROAD
SUITE 200
TROY, MI 48084

FOR: CLEANERS AND FRAGRANCES FOR CARPET, FLOORING, UPHOLSTERY AND WINDOW TREATMENTS, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 6-0-1999; IN COMMERCE 6-0-1999.

FOR: AIR FRESHENERS; DEODORIZERS FOR CARPET, FLOORING, UPHOLSTERY AND WINDOW TREATMENTS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 6-0-1999; IN COMMERCE 6-0-1999.

FOR: VACUUM CLEANERS, POWER-OPERATED FLOOR SCRUBBERS, POWER-OPERATED CARPET AND UPHOLSTERY CLEANING MACHINES, POWER-OPERATED WATER EXTRACTORS, AND REPLACEMENT PARTS AND ATTACHMENTS

THEREOF, IN CLASS 7 (U.S. CLS. 13, 19, 21, 23, 31, 34 AND 35).

FIRST USE 10-0-2004; IN COMMERCE 10-0-2004.

FOR: REPAIR AND MAINTENANCE OF VACUUM CLEANERS, POWER-OPERATED FLOOR SCRUBBERS, POWER-OPERATED CARPET AND UPHOLSTERY CLEANING MACHINES AND POWER-OPERATED WATER EXTRACTORS; CONSULTATION SERVICES IN THE FIELD OF REPAIR AND MAINTENANCE OF VACUUM CLEANERS, POWER-OPERATED FLOOR SCRUBBERS, POWER-OPERATED CARPET AND UPHOLSTERY CLEANING MACHINES AND POWER-OPERATED WATER EXTRACTORS, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 10-0-2006; IN COMMERCE 10-0-2006.

OWNER OF U.S. REG. NO. 610,593.

SN 78-566,206, FILED 2-12-2005.

JOHN WILKE, EXAMINING ATTORNEY



United States Patent and Trademark Office

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Trademark Assignment Abstract of Title

Total Assignments: 6

Serial #: 78566206

Filing Dt: 02/12/2005

Reg #: 3490196

Reg. Dt: 08/19/2008

Registrant: REXAIR LLC

Mark: REXAIR

Assignment: 1

Reel/Frame: 3217/0576

Recorded: 12/28/2005

Pages: 5

Conveyance: CONVERSION FROM A CORPORATION TO A LIMITED LIABILITY COMPANY

Assignor: REXAIR, INC.

Exec Dt: 06/30/2005

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: LIMITED LIABILITY
COMPANY

Citizenship: DELAWARE

Assignee: REXAIR LLC3221 W. BIG BEAVER ROAD
SUITE 200
TROY, MICHIGAN 48084

Correspondent: TRACY ZAWASKI, RADER, FISHMAN & GRAUER

39533 WOODWARD AVENUE

SUITE 140

BLOOMFIELD HILLS, MI 48304

Assignment: 2

Reel/Frame: 4128/0643

Recorded: 01/11/2010

Pages: 54

Conveyance: SECURITY INTEREST

Assignor: REXAIR LLC

Exec Dt: 12/22/2009

Entity Type: LIMITED LIABILITY
COMPANY

Citizenship: DELAWARE

Entity Type: NATIONAL BANKING
ASSOCIATION

Citizenship: UNITED STATES

Assignee: JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT10 SOUTH DEARBORN, 7TH FLOOR
CHICAGO, ILLINOIS 60603

Correspondent: NORA HUDGE, PARALEGAL

301 EAST LIBERTY, SUITE 500

DICKINSON WRIGHT, PLLC

ANN ARBOR, MI 48104

Assignment: 3

Reel/Frame: 4139/0120

Recorded: 01/28/2010

Pages: 53

Conveyance: SECURITY INTEREST

Assignor: REXAIR LLC

Exec Dt: 12/22/2009

Entity Type: LIMITED LIABILITY
COMPANY

Citizenship: DELAWARE

Entity Type: LIMITED LIABILITY
COMPANY

Citizenship: DELAWARE

Assignee: RHONE GROUP L.L.C., AS ADMINISTRATIVE AGENT630 FIFTH AVENUE, 27TH FLOOR
NEW YORK, NEW YORK 10111

Correspondent: NORA HUDGE, PARALEGAL

301 EAST LIBERTY, SUITE 500

DICKINSON WRIGHT, PLLC

ANN ARBOR, MI 48104

Assignment: 4**Reel/Frame:** 4455/0598**Recorded:** 01/18/2011**Pages:** 30**Conveyance:** RELEASE BY SECURED PARTY**Assignor:** RHONE GROUP L.L.C., AS ADMINISTRATIVE AGENT**Assignees:** REXAIR LLC50 WEST BIG BEAVER
SUITE 350
TROY, MICHIGAN 48084
REXAIR HOLDINGS, INC.
50 WEST BIG BEAVER
SUITE 350
TROY, MICHIGAN 48084**Correspondent:** NORA HUDGE, PARALEGAL
DICKINSON WRIGHT, PLLC
301 EAST LIBERTY, SUITE 500
ANN ARBOR, MI 48104**Exec Dt:** 12/17/2010**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignment: 5****Reel/Frame:** 5147/0553**Recorded:** 11/06/2013**Pages:** 33**Conveyance:** SECURITY INTEREST**Assignors:** REXAIR LLCREXAIR HOLDINGS, INC.**Assignee:** JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT10 SOUTH DEARBORN, 7TH FLOOR
CHICAGO, ILLINOIS 60603**Correspondent:** NORA L. HUDGE, PARALEGAL
DICKINSON WRIGHT PLLC
350 SOUTH MAIN STREET, SUITE 300
ANN ARBOR, MI 48104**Exec Dt:** 10/09/2013**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Exec Dt:** 10/09/2013**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Entity Type:** NATIONAL BANKING
ASSOCIATION**Citizenship:** UNITED STATES**Assignment: 6****Reel/Frame:** 5354/0354**Recorded:** 08/29/2014**Pages:** 11**Conveyance:** RELEASE OF SECURITY INTEREST**Assignor:** JPMORGAN CHASE BANK, N.A.**Assignees:** REXAIR LLC50 WEST BIG BEAVER ROAD
SUITE 350
TROY, MICHIGAN 48084
REXAIR HOLDINGS, INC.
50 WEST BIG BEAVER ROAD
SUITE 350
TROY, MICHIGAN 48084**Correspondent:** RITA M. CARRIER
1700 NEW YORK AVENUE, N.W.**Exec Dt:** 08/29/2014**Entity Type:** NATIONAL BANKING
ASSOCIATION**Citizenship:** UNITED STATES**Entity Type:** LIMITED LIABILITY
COMPANY**Citizenship:** DELAWARE**Entity Type:** CORPORATION**Citizenship:** DELAWARE

SUITE 700
WASHINGTON, DC 20006

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